OMB NO. 1105-0003

Pursant to the Foreign Agents Registration Act of 1938, as amended

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Rudget, Washington,

Furnish this exhibit for EACH foreign pi and for EACH additional foreign pi	rincipal listed in an initial statement rincipal acquired subsequently.	71,1
1. Name and address of registrant		0.0
Patton Boggs LLP		2. Registration No.
2550 M Street, NW		2165
Washington, DC 20037		2103
3. Name of foreign principal	4. Principal address of foreign prin	noinel
Technical Secretariat for Planning of the	•	=
Republic of Paraguay	Pte. Franco y Ayolas, Asuncion, Paraguay	, 3er Piso
		3
5. Indicate whether your foreign principal is one of the following:		Section 1
☑ Foreign government		Annual Communication of the Co
☐ Foreign political party		
☐ Foreign or domestic organization: If either, check one of the	. 6.12	•••••
☐ Partnership	e following:  ☐ Committee	
□ Corporation		
= corporation	□ Voluntary group	
☐ Association	□ Other (specify)	
☐ Individual-State nationality		
☐ Individual-State nationality		
If the foreign principal is a foreign government, state:		
a) Branch or agency represented by the registrant. Technic		
recinito	cal Secretariat for Planr	ning of the Republ:
b) Name and title of official with whom registrant deals.	ı y	
f the foreign principal is a foreign political party, state:	Gustavo Leite, Executiv	e Secretary
N	I/A	
a) Principal address.		
b) Name and title of official with whom registrant deals.		
c) Principal aim		
Formerly OBD-	67	

	<u> </u>
8. If the foreign principal is not a foreign government or a foreign political party, N/A	
a) State the nature of the business or activity of this foreign principal	
b) Is this foreign principal	
Supervised by a foreign government, foreign political party, or other foreign principal	Yes □ No □
Owned by a foreign government, foreign political party, or other foreign principal	Yes □ No □
Directed by a foreign government, foreign political party, or other foreign principal	Yes □ No □
Controlled by a foreign government, foreign political party, or other foreign principal	Yes □ No □
Financed by a foreign government, foreign political party, or other foreign principal	Yes □ No □
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes □ No □
9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page m	iust be used.)
N/A	
10. If the foreign principal is an organization and is not owned or controlled by a foreign government, forest	ion political party or other
foreign principal, state who owns and controls it.	igh pointeal party of other
N/A	

Date of Exhibit A March 23, 1999 Name and Title

Stuart M. Pape, Managing Partner

Signature

#### U.S. Department of Justice Washington, DC 20530

Exhibit B OMB No. 1105-0007 Pursuant to the Foreign Agents Registration Act of 1938, an amended

To Registration Statement

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Didget, Washington.

DC 20503.		37
1. Name of Registrant Patton Boggs LLP	2. Registration No. 2165	2
3. Name of Foreign Principal Technical Secretariat for Plannign of	the Republic of Paraguay	
Check Ar	opropriate Boxes:	55 F.

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence,

6. 

The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding. Registrant will serve as counsel in accordance with the attached Representation Agreement

8. Describe fully the activities the re	gistrant engages in or proposes to	engage in on behalf of the above	foreign principal.
See attached Represent	ation Agreement		·
9. Will the activities on behalf of he footnote below? YesXX	above foreign principal include po No □	litical activities as defined in Sect	ion 1(0) of the Act and in the
If yes, describe all such political active with the means to be employed to ach	rities indicating, among other thing nieve this purpose.	s, the relations, interests or polici	es to be influenced together
Se	ee attached Represenati	on Agreement	
		•	
			1 ^
Date of Exhibit B	Name and Title	Signature //	1),
March 23, 1999	Stuart M. Pape, Manag	/ \ \ h \ c	Myre

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.

#### REPRESENTATION AGREEMENT

THIS AGREEMENT is made between the Technical Secretariat for Planning of the Republic of Paraguay (hereinafter referred to as "The Technical Secretariat for Planning "), and Patton Boggs LLP, a partnership of attorneys established in Washington, D.C. (hereinafter referred to as "PATTON BOGGS").

In consideration of the terms and conditions set forth in this Agreement, The Technical Secretariat for Planning and PATTON BOGGS agree as follows:

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## 1. Effective Date and Term.

This Agreement shall become effective as of March 11, 1999 (hereinafter referred to as the "Effective Date"). This Agreement shall expire on March 10, 2000 (such period hereinafter the "Term"), unless: (a) the Term is extended by mutual agreement in writing; or (b) the Agreement is terminated earlier in accordance with the Termination provisions herein.

# 2. <u>Description of Services Provided by PATTON BOGGS</u>.

Commencing on the Effective Date, and continuing for the full Term of this Agreement, the parties agree that PATTON BOGGS shall advise The Republic of PARAGUAY in its dealings with the Government of the United States, and shall initiate the services listed in Annex A hereto to the extent reasonably feasible during the initial Term.; PATTON BOGGS shall represent The Republic of PARAGUAY on the following issues regarding the bilateral relations of the United States and Paraguay: (1) efforts being made by The-Republic of PARAGUAY in the control and interdiction of the production and transshipment of narcotics; (2) efforts being made by The Republic of PARAGUAY to protect intellectual property rights and control of counterfeiting of merchandise (the "Issues).

# 3. <u>Authorized Representatives</u>.

The Technical Secretariat for Planning hereby appoints Mr. Gustavo Leite as its authorized representative.

PATTON BOGGS hereby appoints Mr. Stephen Díaz Gavin as its authorized representative.

### 4. Compensation.

PARAGUAY shall compensate PATTON BOGGS for services provided under this Agreement as follows:

a. <u>Fixed Retainer</u>. The Technical Secretariat for Planning shall pay PATTON BOGGS a fixed retainer of US\$11,000 (Eleven Thousand United States Dollars) per month, which sum shall be paid by The Technical Secretariat for Planning in full in advance at the execution of this Agreement.

If The Technical Secretariat for Planning and PATTON BOGGS agree to an extension of the Term, the monthly retainer fee shall be subject to renegotiation.

- b. <u>Reimbursement of Disbursements</u>. Expenses shall be paid from the retainer payment under this Agreement.
- c. <u>Taxes</u>. Payments to PATTON BOGGS shall be paid without reduction for any tax imposed on such payments by The Technical Secretariat for Planning, and The Technical Secretariat for Planning shall reimburse PATTON BOGGS for the full amount of any taxes imposed by PARAGUAY in respect of the work performed by PATTON BOGGS under this Agreement. The Technical Secretariat for Planning shall assume no responsibility for PATTON BOGGS' tax obligations in any other jurisdiction.

#### 5. Subcontractor to PATTON BOGGS.

The parties anticipate and acknowledge that PATTON BOGGS will engage the services of Shandwick Public Affairs, Washington, D.C. ("Shandwick"). to assist with providing the services contemplated by Exhibit A. The fees for such services will be paid by PATTON BOGGS from the fixed retainer paid by The Technical Secretariat for Planning under Section 4a of this Agreement, and The Technical Secretariat for Planning will have no additional obligation for compensation of such public relations firm, except as separately may be agreed by PATTON BOGGS and The Technical Secretariat for Planning.

#### 6. Termination.

This Agreement may be terminated by either party in the event of a material breach which is not cured within ten (10) calendar days after the breaching party receives written notice of the breach and the grounds therefor. Termination shall be effective upon expiration of the cure period.

### 7. Conflicts

The Technical Secretariat for Planning recognizes that PATTON BOGGS provides a wide array of legal services to many clients around the world, including but not limited to, legislative and administrative representation on matters that may from time to time affect. The Republic of PARAGUAY's interests, directly or indirectly. Notwithstanding anything to the contrary in this Agreement the parties hereto agree that, in accordance with all applicable laws, PATTON BOGGS in its sole discretion may receive fees and/or commissions from its representation of any commercial entity under contract, now or in the future, to do business in the Republic of PARAGUAY. In the event that PATTON BOGGS becomes aware of a potential conflict of interest, then PATTON BOGGS shall, in good faith, notify The Technical Secretariat for Planning in a timely manner of such potential conflict of interest, then The Technical Secretariat for Planning shall, in good faith, notify PATTON BOGGS in a timely manner of such potential conflict.

#### 8. Notices.

All notices provided under this Agreement shall be in writing. Such notices shall be given by personal delivery with a signed acknowledgement of receipt; by courier return receipt requested; or by facsimile with confirmation copy, such notice to be delivered to the respective authorized representatives of PATTON BOGGS and The Technical Secretariat for Planning. Notices to PATTON BOGGS:

Patton Boggs LLP 2550 M Street, NW Washington, DC 20037 Tel: 202-457-6000

Fax: 202-457-6315

Attention: Stephen Díaz Gavin

Notices to The Technical Secretariat for Planning:

Gustavo Leite Executive Secretary Pte. Franco y Ayolas, 3er. Piso Asunción-Paraguay Tel: 595 21 451501

Fax: 595 21 446493

#### 9. Waiver.

Failure of either of the parties at any time to enforce any term of this Agreement or any rights with respect thereto or to claim a breach of any term of this Agreement shall in no way be considered a waiver of any rights under this Agreement.

# 10. Assignment.

Neither party shall assign any part of this Agreement without the prior written consent of the other party.

## 11. Governing Law.

This Agreement shall be governed by and interpreted in accordance with the laws of Washington, D.C., U.S.A.

## 12. <u>Disputes</u>.

Any dispute arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be settled by binding arbitration in accordance with the UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules in effect on the date of this Agreement. The parties agree that: (a) the number of arbitrators shall be <u>one</u>; and (b) the place of arbitration shall be Washington D.C.

# 13. Entire Agreement; Changes.

This Agreement represents the entire agreement between the parties and supersedes any previous agreement between the parties in relation to the matters dealt with herein. No variation or waiver of any provision of this Agreement shall be effective unless made in writing and signed by both parties.

IN WITNESS WHEREOF, The Technical Secretariat for Planning and PATTON BOGGS have caused this Agreement to be executed by their duly authorized representatives.

Ву: _	
	Gustavo Leite
	Executive Secretary
	Technical Secretariat for Planning
Date	4.
Daice	
PAT"	TON BOGGS LLP
Ву:	Stephen Díaz Gavin
Dated	

## APPENDIX A - SCOPE OF SERVICES

- a. Advise and counsel PARAGUAY on relations with the Executive Branch of the United States Government (the "Administration"), specifically as to the state of bilateral relations between the U.S. and PARAGUAY as they regard the Issues.
- b. Advise and counsel PARAGUAY on the Issues before the U.S. Congress ("Congress).
- c. Monitor Administration statements and initiatives, as well as Congressional activities, legislation and resolutions affecting the Issues which are of interest to PARAGUAY.
- d. Subject to approval by PARAGUAY, develop and disseminate informational materials to Congress and other United States individuals, businesses and organizations to promote the interests of the PARAGUAY with respect to the Issues